

STANDARD APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PREMISES

This document is not a residential tenancy agreement and does not grant any right to occupy the Premises

INFORMATION FROM APPLICANT

Applicant: Mr/Mrs/Ms.....Telephone.....

Applicant: Mr/Mrs/Ms.....Telephone.....

Applicant: Mr/Mrs/Ms.....Telephone.....
Surname First Name Middle Name

TENANCY DETAILS

1. Premises.....
.....

2. The tenancy is required for a period ofmonths From To

3. At a rental of \$.....

4. Total number of persons to occupy Premises Adults Children
Ages Ages

5. Pets - Type of Pet Breed..... Number Age
Type of Pet Breed..... Number Age

6. Do you intend applying for a residential tenancy bond from a State Government Department? Yes No
If yes, \$..... Branch

7. Option Fee \$.....

8. If offer accepted, Period of Option: business days from acceptance of Application (see item 28)

AMOUNTS PAYABLE (if option exercised and lease entered into)

9. Security deposit bond of \$.....

10. Pet bond (if applicable) \$.....

11. Rent paid to/...../..... \$.....

12. Total due \$ Option Fee (payable on
(\$.....) application)

13. **BALANCE OWING (cash or financial institution cheque only)** \$.....

CONDITIONS RELEVANT TO MAKING AN APPLICATION AND OFFER

14. The amounts referred to in Items 9 to 13 are payable upon the Applicant signing the Lease and/or prior to taking possession of the Premises.
15. The Applicant will not be entitled to occupation of the Premises until:
 - (i) vacant possession is provided by the current occupant of the Premises;
 - (ii) the Lease is signed by the Applicant; and
 - (iii) the payment of all monies due to be paid by the Applicant being paid by the Applicant prior to occupation of the Premises.
16. The persons comprising the Applicant are not bankrupt and they each declare that all of the information supplied in the Applicant's Particulars are true and correct and are not misleading in any way.
17. The Applicant acknowledges having inspected the Premises and if the Option is exercised, will accept possession of the Premises in the condition as at the date of inspection.
18. Upon the exercise of the option by the Applicant, the Applicant will execute the Lease. The Lease will be the "REIWA Standard Residential Property Lease", including any special conditions included and/or attached to this Application and the payment of all monies referred to in items 9 to 13.
19. The Applicant agrees to pay the rent one period in advance except for the first two weeks rent.
20. The Applicant acknowledges that they are responsible for their own contents. The Applicant should arrange their own insurance to cover their own contents and determine if the insurer covers damage to Premises caused by a waterbed or the escape of water from a waterbed.
21. The Applicant acknowledges and agrees that the Owner will carry out all inspections of the Premises between normal business hours.
22. All acts and things which the Owner is required or empowered to do may be done by the Lessor or their appointed Managing Agent. Notices to the Owner must be served on the Managing Agent unless otherwise directed by the Owner.
23. The Applicant makes this Application and Offer jointly and severally. Service of any notice to any one Applicant will be deemed to be service on them all.

PRIVACY

24. **The Applicant agrees that for the purpose of this Application, the Owner/Managing Agent may make enquiries of the persons given as referees by the Applicant, and also make enquiries of such other persons or agencies as the Owner may see fit.**
The personal information the prospective tenant provides in this application or collected from other sources is necessary for the Agent to verify the Applicant's identity, to process and evaluate the application, to manage the tenancy and to conduct the Agent's business. Personal information collected about the Applicant in this application and during the course of the tenancy if the application is successful may be disclosed for the purpose for which it was collected to other parties including to the landlord, referees, other agents, third party operators of tenancy reference databases, and prospective buyers of the Premises. Information already held on tenancy reference databases may also be disclosed to the Agent and/or Landlord. If the Applicant enters into a Residential Tenancy Agreement, and if the Applicant fails to comply with their obligations under that agreement, that fact and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to the landlord, third party operators of tenancy reference databases and/or other real estate agents.
If the Applicant would like to access the personal information the Agent holds, they can do so by contacting the Agent.
The Applicant can also correct this information if it is inaccurate, incomplete or out-of-date.
If the information is not provided, the Agent may not be able to process the application and manage the tenancy.

OFFER OF OPTION TO OWNER

25. The Applicant offers to the Owner an Option to lease the Premises. The Option to lease is created by the Owner's notification to the Applicant whether in writing or not that the Application and Offer is accepted by the Owner. The Option Fee payable with this Application and Offer, will be the amount referred to in item 7. The period of the Option will commence from and include the date of the acceptance of the Application by the Owner and continues for the number of business days referred to in item 8, or if none, then by 4pm two business days after the acceptance of the Application and Offer.
26. The Option is exercised by the Applicant either:
 - (i) executing the Lease; or
 - (ii) taking possession of the Premises with the Owner's consent; or
 - (iii) giving a notice in writing to the Owner exercising the Option;
 whichever occurs first.
27. If the Option is exercised by the Applicant, then the Option Fee paid is credited to the rental payable pursuant to the Lease. If not exercised, then the Option Fee is the property of the Owner pursuant to section 27(2)(a) of the Residential Tenancies Act 1987.
28. The Applicant encloses with this Application an Option Fee for the sum referred to in Item 7. It is agreed that the acceptance of this Application is subject to the approval of the Owner in the Owner's absolute discretion. **The Applicant UNDERSTANDS THAT WITHDRAWAL AFTER ACCEPTANCE OF THE APPLICATION AND OFFER WILL RESULT IN FORFEITURE OF THE OPTION FEE.**

[] initials



Special Conditions –

Annexure “A”

- 1) Failure to pay your rent by the due date may result in termination of your tenancy agreement and your name being recorded as a defaulting tenant on the National Tenancy Database (NTD).
- 2) **Jones Ballard Property Group** is a NO CASH office. The Tenant agrees to make all rental payments via their personal internet banking or automatic payments through their own bank or in person at any NAB. ONLY EFTPOS payments up to \$1000, bank cheques and money orders are able to be received by our office reception.
- 3) On behalf of the owner monies paid to the **Jones Ballard Property Group** will be allocated to pay rent unless otherwise notified.
- 4) All other accounts owed by the Tenant, the total invoiced amount must be received by **Jones Ballard Property Group** within the required fourteen (14) days from the invoice date. These accounts may include payments for, water consumption, gas consumption, electricity consumption, breach re-inspection fees, court lodgement fees etc.
- 5) The tenant acknowledges that any payment made to **Jones Ballard Property Group** that is dishonoured incurs a \$45.00 fee.
- 6) The bond will not be refunded until the final bond inspection has been conducted, keys are returned and all items are in the same condition as stated on the Property Condition Report.
- 7) After the expiration of the lease whereby the Tenant is continuing on as a periodic tenant, the tenant must give twenty one (21) days notice in writing prior to vacating the property.
- 8) Pursuant to Special Condition 7, rent will be charged in full until the expiry of the twenty one (21) days notice in writing. If not given in writing, the Tenant shall remain liable pursuant to the lease, until twenty one (21) days after.
- 9) The Tenant is aware that the owner reserves the right to review the rent. The rent will be reviewed in accordance with current market values and any increase will be in accordance with Section 30 of the Residential Tenancy Act.
- 10) The Tenant agrees that twenty one (21) days prior to vacating, the Agent **Jones Ballard Property Group** is permitted to enter the premises using the office key with the intention of showing prospective tenants through the property. **Jones Ballard Property Group** will advise the tenant 48 hours prior to an inspection appointment.
- 11) In addition to Item 2.21 of the Tenancy Agreement the Tenant agrees that additional hand watering of the lawns and gardens will need to be carried out during the warmer summer months or during times of automatic reticulation/bore malfunction or water restrictions imposed by the water authority. Regular testing of the automatic reticulation and any bore is a responsibility of the tenant and any malfunctions must be reported to **Jones Ballard Property Group**. Reticulation watering times are to be reduced during the winter months.

Special Conditions –

Annexure “A”

- 12) The Tenant acknowledges that should they fail to maintain the lawns and gardens as stated on the initial property condition report and evidenced in photographs they will be responsible for any cost of restoration to match the property condition report and photographs at the beginning of the tenancy.
- 13) The Tenant agrees not to park a boat, trailer or vehicle on the lawns, gardens and in the case of strata complexes on common areas of the property.
- 14) Noise is to be kept to a minimum so as not to disturb other residents.
- 15) Indoor plants are not to be placed on carpeted or floorboard areas. Felt strips or mats must be used under all furniture legs to prevent scratching of any floorboards. The tenant will be responsible for any cost of restoration for any damage caused to these surfaces.
- 16) The Tenant agrees not to place any hot objects directly onto any surfaces such as bench tops, carpet or lino.
- 17) The Tenant acknowledges that an inspection fee of \$55.00 inclusive of GST will be charged to the Owner when a reinspection is required if the property is not to a satisfactory standard at the time of the Routine Inspection or Final Bond Inspection. This fee shall be reimbursed by the Tenant to the Owner and payable as damages within fourteen (14) days of the first inspection date.
- 18) The Tenant acknowledges that if cleaners are required to attend the property after vacating to bring the property to the standard as per the property condition report the tenant will be charged the cleaning fee incurred.
- 19) The Tenant agrees that they will notify **Jones Ballard Property Group** of any change of their personal or work contact phone numbers and email addresses.
- 20) If the Tenant has permission to keep any pets on the premises it is NOT to enter inside the main dwelling. Any damage or disturbances will be rectified immediately as a responsibility of the tenant.
- 21) All maintenance is to be reported to **Jones Ballard Property Group**. The Tenant is aware that should they go ahead with a repair that is NOT classified as an emergency; the owner is NOT obliged to pay for any expenses incurred. A trade call out fee may be charged by the relevant company or trades person if an appointment for maintenance is not kept or cancelled by the tenant without 24 hours notice being given.
- 22) The Tenant agrees that all Local Court proceedings relating to vacant possession orders and/or damage to the property will be lodged and dealt with through the relevant Local Magistrates Court in relation to the property's location.
- 23) The Tenant acknowledges that if they fail to pay rent or breach their lease agreement the Owner of the property may make an application to the local court for termination of the Tenancy Agreement together with vacant possession of the premises. The following expenses inclusive of GST may be charged to the Owner and reimbursed by the Tenant to the Owner and payable as damages.

Special Conditions –**Annexure “A”**

- a) Court Application Fee - \$26.70
 - b) Court Lodgement Fee - \$55.00
 - c) Court Preparation and Attendance Fee - \$110.00 per hour up to \$550.00
 - d) Costs associated with the early termination and vacant possession order as a result of the Tenant’s breach or failure to comply with all conditions contained in this lease agreement.
- 24) In addition to Special Condition 22 the Tenant acknowledges that if they fail to return the signed bond disposal form within 14 days of receipt and the owner is required to lodge an application at the Local Court the above mentioned fees will apply.
- 25) The Tenant acknowledges that should their circumstances require them to vacate the premises prior to the expiration of their lease agreement; they agree to advise the Owner in writing of their intention to vacate the premises, and request permission/consent from the Owner to terminate their tenancy agreement. This will be subject to the following expenses (inclusive of GST) being reimbursed by the Tenant to the Owner as damages incurred as a result of vacating the premises prior to the expiration of the lease agreement:
- a) Rent in full until the property is relet
 - b) The cost of the vacate/final bond inspection
 - c) The out of pocket newspaper advertising expenses of up to \$66.00 per week
 - d) The unexpired portion of the Owners letting fee (an example of how this fee is calculated can be supplied by the Agency to the tenant upon the tenants written request)
 - e) The credit check enquiry fees of \$12.65 per tenancy enquiry
 - f) The internet advertising charge of \$99.00
 - g) The ‘For Lease’ sign charge of \$27.50
 - h) All other damages as advised in writing by the Owner to the Tenant upon the Tenant’s written request for termination of the lease agreement.

The Tenant(s) agree(s) that the special conditions form part of this agreement.

X _____ Date _____

X _____ Date _____

X _____ Date _____

29. **FIRST APPLICANT'S PARTICULARS**

Name
(SURNAME) (FIRST NAME) (MIDDLE NAME)

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Smoker Yes / No

Personal References a)
NAME TELEPHONE

b)
NAME TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid

Address

Phone No

Rental Paid \$..... Period rented From To.....

Reasons why leaving

(ii) Previous address of Applicant

Name of previous owner or managing agent to whom rent was paid

Address

Phone No

Rental Paid \$..... Period rented From To

Reasons why leaving

(iii) Occupation

Employer Period of employment

Phone No Wage \$.....

If less than 12 months, name and address of previous employer.....

(iv) Next of Kin (name and address and telephone)

First person
NAME ADDRESS TELEPHONE

Second person.....
NAME ADDRESS TELEPHONE

Emergency Contact (name and address and telephone)

First person
NAME ADDRESS TELEPHONE

Second person.....
NAME ADDRESS TELEPHONE



Name (SURNAME) (FIRST NAME) (MIDDLE NAME)

Present Address
.....

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Smoker Yes / No

Personal References a) NAME TELEPHONE

b) NAME TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid
Address
Phone No
Rental Paid \$..... Period rented From To.....
Reasons why leaving

(ii) Previous address of Applicant
Name of previous owner or managing agent to whom rent was paid
Address
Phone No
Rental Paid \$..... Period rented From To

(iii) Occupation
Employer Period of employment
Phone No Wage \$.....
If less than 12 months, name and address of previous employer.....

(iv) Next of Kin (name and address and telephone)
First person NAME ADDRESS TELEPHONE

Second person NAME ADDRESS TELEPHONE

Emergency Contact (name and address and telephone)

First person NAME ADDRESS TELEPHONE

Second person NAME ADDRESS TELEPHONE



31. THIRD APPLICANT'S PARTICULARS

Name (SURNAME) (FIRST NAME) (MIDDLE NAME)

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Smoker Yes / No

Personal References a) NAME TELEPHONE

b) NAME TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid Address Phone No Rental Paid \$..... Period rented From To..... Reasons why leaving

(ii) Previous address of Applicant Name of previous owner or managing agent to whom rent was paid Address Phone No Rental Paid \$..... Period rented From To Reasons why leaving

(iii) Occupation Employer Period of employment Phone No Wage \$..... If less than 12 months, name and address of previous employer.....

(iv) Next of Kin (name and address and telephone) First person NAME ADDRESS TELEPHONE Second person NAME ADDRESS TELEPHONE

Emergency Contact (name and address and telephone)

First person NAME ADDRESS TELEPHONE Second person NAME ADDRESS TELEPHONE



(This page is not part of the Application)
OFFICE ONLY

Premises.....
Owner

Applicant

Current Managing Agent/Owner report including details of any breaches.....
.....
.....

Previous Managing Agent/Owner report including details of any breaches

Pets: Yes/No Type and Number of Pets

Gardens comments

Pool/spa comments.....

Tenancy Database

If Applicant(s) is a new resident two work references from:
Copies sighted
Employer phoned spoke to

	OCCUPATION CONFIRMED			EMPLOYED SINCE	ACCEPTED BY	REFERENCE CHECK
	Temporary	Part-time	Permanent			
1						
2						
3						

Owner's Comments.....

Date of Owner's Approval/Rejection.....

Date Option granted to Applicant Date Option expires.....

EXPLANATION RESIDENTIAL TENANCY APPLICATIONS

Only complete an application and pay the option fee if you are sure that you want to enter into a lease with the owner for the particular premises, or hold the premises for a period.

This explanation is intended for a person who is applying through a REIWA member agent for a residential property lease using REIWA approved documents.

The owner of the premises is attempting to locate the most suitable tenant, that is a tenant who pays the rent on time and takes good care of the premises.

To enable the owner of the premises to determine in their opinion, who is the most suitable applicant, the managing agent requires some background information regarding previous premises that you have leased, and information on how you will pay the rent.

The form "STANDARD APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PROPERTY" is not the lease.

The purpose of this form is:

Firstly, to inform the owner of your details, and your requirements for the lease. For example, if you wish to have pets at the premises.

Secondly, to inform you of the money that is required to be paid prior to taking possession of the premises. For example, the value of the security bond and the initial rent payment.

Thirdly, to make you aware of conditions associated with making the application. For example, if your application is accepted, when you can take possession.

Fourthly, to create an option to take the premises. If the owner accepts your application, then the owner gives you the option to take up a lease. Unless otherwise agreed, you will have two business days from the time when the owner's agent informs you that your application has been approved in which to make a final decision if you want to enter into a lease. This is a holding period. If you enter into the lease, then the option fee will be credited to the rent payable. If you decline the opportunity to enter into the lease during the option period, then the owner will keep the option fee.

Summary

- | | |
|------------------------|---|
| Your action: | 1. Complete application |
| | 2. Submit application with the option fee |
| Owner's action: | 3. Accept or reject application |
| | If application is rejected then option fee is returned. |
| Your action: | 4. If application is accepted, then you have a period of time to enter into the lease. |
| | 5. If you withdraw after acceptance by the owner, then you will forfeit the option fee. |

